

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
INBOUND COMPETITIVE MULTI-SERVICE AGREEMENTS WITH
FOREIGN POSTAL OPERATORS

HONGKONG POST – UNITED STATES POSTAL SERVICE
BILATERAL AGREEMENT (MC2010-34)
NEGOTIATED SERVICE AGREEMENT

Docket No.
CP2015-91

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION
TO THE HONGKONG POST – UNITED STATES POSTAL SERVICE
BILATERAL AGREEMENT**
(June 15, 2016)

The agreement that is the subject of this docket, a bilateral agreement (MC2010-34) between the United States Postal Service (“Postal Service”) and Hongkong Post (the “Hongkong Post Agreement”), is scheduled to expire on June 30, 2016.¹ The Postal Service and Hongkong Post have signed a modification to extend the expiration date of the Hongkong Post Agreement until September 30, 2016 (the “Modification”), absent earlier termination by the parties. The duration of the three-month extension corresponds with the accounting practice of invoicing quarterly for the Hongkong Post Agreement. A copy of the signed Modification is attached as Attachment 1.

Accordingly, the Postal Service respectfully requests that the Commission approve the Modification and continue to list the Hongkong Post Agreement on the Mail Classification Schedule, but with a new expiration date of September 30, 2016.

¹ United States Postal Service Response to Order No. 2578 Concerning Effective Date of an Inbound Competitive Multi-Service Agreement with Foreign Postal Operators 1 Negotiated Service Agreement, Docket No. CP2015-91, July 14, 2015.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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June 15, 2016

**MODIFICATION ONE TO THE
HONGKONG POST - UNITED STATES POSTAL SERVICE
AIR PARCEL AND EMS BILATERAL AGREEMENT**

This Modification amends the Hongkong Post – United States Postal Service Multi-Product Bilateral Agreement ("Agreement") between the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the Government of the United States, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260, and Hongkong Post ("Hongkong Post"), a government branch of the Hong Kong Special Administrative Region of People's Republic of China, and having a place of business at 4/F Hongkong Post Headquarters 2 Connaught Place, Central, Hong Kong. The USPS and Hongkong Post may be referred to individually as a "Party" and together as the "Parties."

The Modification replaces the sentence in paragraph 2 of Article 22 of the Agreement that reads "The Agreement will remain in effect for one year after the Effective Date unless terminated sooner pursuant to Article 8." with the following replacement text:

The Agreement will remain in effect until September 30, 2016, unless terminated sooner pursuant to Article 8.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals from, and/or non-objection by (hereinafter "Conditions Precedent for this Modification") one or more internal and external bodies that have oversight responsibilities. Conditions Precedent for this Modification may include but are not limited to: approvals or, if applicable, non-objection, from USPS management, the USPS executive committee, the Governors of the USPS, and the U.S. Postal Regulatory Commission. The Parties acknowledge that this Modification might not be approved by such bodies. Until such time that all Conditions Precedent for this Modification are fulfilled that are necessary to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS or Hongkong Post and no benefit or rights granted through this Modification shall inure to either Party unless and until the Conditions Precedent for this Modification have been fulfilled.

In the event that the Conditions Precedent for this Modification are not fulfilled, the USPS and Hongkong Post shall have no liability, which shall include no obligation to pay costs associated with any action taken by Hongkong Post prior to the fulfillment of Conditions Precedent for this Modification. Further, in the event of the failure of any Condition Precedent for this Modification, neither Party shall be held liable for any damages including, without limitation, the following: actual damages; special damages; indirect damages; incidental damages; punitive damages; consequential damages; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any cost incurred by either Party attributable to such non-approval such as attorney's fees.

Hongkong Post acknowledges that as part of securing approval of this Agreement and in other subsequent regulatory filings, this Modification and supporting documentation will be filed with the U.S. Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2015-91). Hongkong Post also acknowledges that the USPS shall furnish a copy of this Modification to the U.S. Department of State. Hongkong Post authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. Hongkong Post further understands that any unredacted portion of this Modification or supporting information may be posted on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Agreement (including revenue, cost, or volume data) in other Commission dockets including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which

"201#" signifies the USPS fiscal year to which the ACR pertains. Hongkong Post has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22, on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>. At Hongkong Post's request, the USPS will notify Hongkong Post of the docket number of the Commission proceeding, if any, used in connection with the filing of this Modification.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

IN WITNESS WHEREOF, the Parties agree to be bound as of the latest date of signature to the terms and conditions of this Modification.

HONGKONG POST

UNITED STATES POSTAL SERVICE

Signature PATRICK A. LIN

Signature DONALD W. ROSS

DIRECTOR, EXTERNAL AFFAIRS
Title

VP GLOBAL
Title

14-6-2016
Date

6-14-2016
Date

